

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM298872

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AdReady, Inc.		09/25/2013	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	CPXi-AdReady Acquisition, LLC		
Street Address:	1441 Broadway, 18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85538420	COLLECTIVE INSIGHTS	
Serial Number:	77270869	ADREADY	
CORRESPONDENCE DATA			
Fax Number:	6508134848		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-813-4800		
Email:	patents@dechert.com		
Correspondent Name:	Dechert LLP		
Address Line 1:	2440 W. El Camino Real, Suite 700		
Address Line 4:	Mountain View, CALIFORNIA 94040-1499		
ATTORNEY DOCKET NUMBER:	379377-130356		
NAME OF SUBMITTER:	Thomas Cockriel		
SIGNATURE:	/Thomas Cockriel/		
DATE SIGNED:	03/21/2014		
Total Attachments: 5			
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TRADEMARK

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “Agreement”) is dated as of September 25, 2013, by and among AdReady, Inc., a Washington corporation (the “Assignor”), and CPXi-AdReady Acquisition, LLC, a Delaware limited liability company (the “Assignee”), a wholly-owned subsidiary of CPX Interactive, LLC, a New York limited liability company.

RECITALS

WHEREAS, Assignor and Assignee have entered into the Asset Purchase Agreement, dated as of the date hereof (the “Asset Purchase Agreement”), pursuant to which Assignee has acquired all of Assignor’s right, title and interest in and to the domestic and foreign trademarks, services marks and logos, and any registrations or pending applications associated therewith, that are listed in Schedule A hereto (collectively, the “Assigned Trademarks”).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee each hereby agree as follows:

1. Assignment. Assignor hereby sells, assigns, transfers, conveys and delivers to Assignee and its successors and assigns, and Assignee hereby purchases and accepts from Assignor, all of Assignor’s right, title and interest in, to and under the Assigned Trademarks, including, without limitation, all goodwill associated therewith or symbolized thereby, all common law trademark rights related thereto, together with the right to sue and recover damages for future, present and past infringements thereof and to fully and entirely stand in the place of Assignor in all matters related thereto. With respect to any intent-to-use U.S. applications comprised within the Assigned Trademarks, the parties hereto acknowledge that the portion of the business, which is ongoing and existing, in connection with which the Assignee has a bona fide intention to use the trademarks applied for in such intent-to-use U.S. applications is also being transferred to Assignee pursuant to the Asset Purchase Agreement. This Assignment is intended to be an absolute assignment and not by way of security.

2. Further Assurances. Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and assigns may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement. Assignee, or its successors or assigns, as the case may be, shall be responsible for all reasonable out-of-pocket costs and expenses incurred by Assignor in executing and delivering any of the foregoing, which costs and expenses.

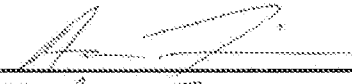
3. Miscellaneous. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflicts of law provision that would cause the application of the laws of any jurisdiction other than the State of New York. This Agreement may not be supplemented, altered or modified in any manner except by a writing signed by each party hereto. The failure of any party to enforce any terms or provisions of this Assignment shall not waive any of its rights under such terms or provisions. This Agreement shall bind and inure to the benefit of the respective parties and their

assigns, transferees and successors. This Agreement and any amendments hereto may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute on and the same instrument.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

ADREADY, INC.

By: 
Name: Aaron Finn
Title: Ch. of Executive Officer

CPXI-ADREADY ACQUISITION, LLC

By: _____
Name: Michael Fleischman
Title: Chief Financial Officer


[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

ADREADY, INC.

By: _____
Name:
Title:

CPXI-ADREADY ACQUISITION, LLC

By:  _____
Name: Michael Fleischman
Title: Chief Financial Officer

[Signature Page to Trademark Assignment]

TRADEMARK
REEL: 005241 FRAME: 0645

SCHEDULE A TO TRADEMARK ASSIGNMENT AGREEMENT
ASSIGNED TRADEMARKS

Serial Number	Reg. Number	Word Mark	Check Status	Live/Dead
<u>85538420</u>		<u>COLLECTIVE INSIGHTS</u>	<u>TSDR</u>	<u>LIVE</u>
<u>77270869</u>	<u>3408909</u>	<u>ADREADY</u>	<u>TSDR</u>	<u>LIVE</u>